

STORAGE

Bergen

LABOR AGREEMENT

between

COUNTY OF BERGEN (OPERATING THE BERGEN PINES
COUNTY HOSPITAL IN PARAMUS, N. J.)

and

THE LICENSED PRACTICAL NURSE ASSOCIATION
OF NEW JERSEY, INC.

1/1/77-12/31/79

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PREAMBLE

This Agreement made this day of , 1977
by and between the County of Bergen, Hackensack, New Jersey
(operating the Bergen Pines County Hospital in Paramus, New Jersey),
hereinafter referred to as the "Employer" and the Licensed Practical
Nurse Association of New Jersey, Inc., hereinafter known as the
"Association" with its principal place of business located at 1810
Springfield Avenue, Maplewood, New Jersey, which represents all
licensed practical nurses hereinafter known as the Employees.

Witnesseth:

Whereas, it is the desire, intent and purpose of the parties
hereto that this Agreement shall provide for improved patient care
through the maintenance of high standards of nursing; and

It is also the intent of the parties that this Agreement shall make
provision for all terms and conditions of employment to be observed
between the parties hereto in order that good employer-employee rela-
tions will exist.

Now, therefore, in consideration of the premises, covenants,
undertakings, terms and conditions herein contained, it is hereby
mutually agreed by and between the parties hereto as follows:

discourage or coerce any such Licensed Practical nurse in the enjoyment of any rights conferred by Chapter 303 of the P.L.N.J. of 1968, or Chapter 123 of the P.L.N.J. of 1974 or other laws of New Jersey, the Constitution of New Jersey or the Constitution of the United States: that it shall not discriminate against such nurse with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Association or by reason of participation in any lawful activities of the Association, including collective negotiations institution of any grievance, complaint or proceeding under this Agreement.

Nothing contained herein shall be construed to deny or restrict any Licensed Practical Nurse such rights as he or she may have under New Jersey Civil Service Laws or other applicable laws and regulations.

ARTICLE III - ASSOCIATION NOTIFICATION

Section 1. The Association shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays, and Holidays, of any and all proposed new rules and/or modifications of existing rules governing working conditions.

Changes which are the subject of mandatory negotiation will be negotiated with the Local Unit before they are established and promulgated.

Section 2. The Employer agrees to notify the Local Unit of all newly hired employees represented by the Local Unit in accordance with

this Agreement. Such newly hired employees shall be advised that the Licensed Practical Nurses are represented by the Association for all terms and conditions of employment.

The Employer will provide the Association with bulletin boards to be used by the Association for communication with the employees. The bulletin boards will be conveniently located but will not be placed so as to interfere with patient care.

ARTICLE IV - PAYROLL DEDUCTION OF ASSOCIATION DUES

The Employer agrees to deduct from the earnings of each employee membership dues to the Licensed Practical Nurse Association of New Jersey, Inc., if employees submit proper authorization for such deduction in writing. The Association will indemnify, defend and save harmless the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Association or employees covered by this Agreement to the Employer. Dues will be deducted on a monthly basis and said dues will be forwarded to the Association at its office in Maplewood, New Jersey on a monthly basis.

Once an authorization is given, it shall remain in effect unless terminated by an employee upon written notice to the Employer or upon

initial layoff.

Every three (3) months the Hospital will provide the Association with a seniority list showing the names, job title and dates of hire of all employees in the bargaining unit.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1: Scope. Any grievance or dispute which may arise between the parties or between the Employer and an employee during the duration of this Agreement concerning the application or interpretation of the Agreement will be settled under the terms of this Article.

The term "employee" shall mean those Licensed Practical Nurses recognized in Article I - Recognition, and shall include a single employee or a group of employees.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in the Nursing Service.

The term "representative" shall include the Association and any employee authorized to act by the Local Unit.

Alleged grievances must be filed or complained of within ten (10) working days of their occurrence or will be barred.

Section 2: Informal Discussion - Step 1. An employee who has a grievance will present the grievance within ten (10) working days of its occurrence to the employee's most immediate superior. The

within five (5) working days to all concerned parties.

Section 5: Step 4. If no satisfactory settlement is reached between the Association and the Employer, then within ten (10) working days after the written decision of the Hospital at Step 3, the Association but not an individual employee may notify the Hospital in writing of its desire to arbitrate. If no such notice is served within the ten (10) days arbitration will be barred. The Arbitration shall be jointly agreed upon from a panel supplied by the New Jersey State Board of Mediation pursuant to its rules.

An Arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 3. The decision of the Arbitrator shall be final and binding on the parties concerned. The expenses for the Arbitrator's services shall be shared equally by the parties concerned.

Section 6: General Provisions. The arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. The arbitrator shall have no power to add to or subtract from the Agreement.

The Hospital will give written notification to the Local Unit of grievance hearings or meetings at Step 2 for all employees in the bargaining unit.

Grievants, and their Unit Representatives, not to exceed three (3) shall be allowed hearing time without loss of pay providing the hearings

ARTICLE VII - PROBATIONARY PERIOD

All employees hired after the date of this Agreement shall be probationary for a period of ninety (90) days from the date of the commencement of work. During the period of probation an employee shall have no rights under this Agreement. Upon successful completion of the probationary period an employee shall have seniority credit retroactive to the commencement of work. Where expressly stated in the Agreement the employee shall have retroactive credit for benefits set forth in the articles contained in this Agreement.

ARTICLE VIII - HOURS OF WORK

Section 1: The Work Week. The work week consists of seven (7) consecutive days starting on Sunday at 12:01 a.m. and ending the following Saturday at midnight. The employer's past practice of scheduling work within two (2) week cycles will continue.

The normal hours of work for a full time licensed practical nurse will be forty (40) hours consisting of eight (8) hours on five (5) days.

Section 2: The Work Day. Nurses who work the day or the evening tour will work eight (8) hours exclusive of a one half (1/2) hour unpaid meal period. Two (2) fifteen (15) minute paid rest periods will be included in the work day. Rest periods will be scheduled by the Head Nurse or the charge nurse.

Licensed practical nurses who work the night tour will continue

Section 4. Full-time employees shall receive full benefits under this Agreement. Part-time employees shall receive pro-rata benefits. Per-diem employees shall receive no pro-rating of benefits except as expressly provided.

Section 5. Employees who were hired before the signing of this Agreement to work less than twenty (20) hours a week will continue to receive all the pro-rata benefits they enjoyed prior to the signing of this Agreement.

ARTICLE X - COMPENSATION FOR TIME WORKED

Section 1: Base Compensation Rate. An employee's base hourly compensation rate will apply to all work up to forty (40) hours hourly in a weekly period. The base/ compensation rate will not include any shift, weekend or holiday premium payment to which the Employee is otherwise entitled.

Section 2: Premium Compensation Rate: Overtime Work. All hours worked in excess of forty (40) hours per week on the Day, Evening and Night Shift will be paid for at the rate of time and one-half (1 1/2) the individual employee's base compensation rate. There will be no pyramiding or compounding in computing compensation rate under this Agreement. For the purpose of this Article, an employee's hours worked will be deemed to include employer recognized holidays, personal days, vacation days, paid sick leave days; leave for death in family,

holidays providing they work a pro-rata share of holidays. Per-diem employees will not receive pro-rata holiday benefits.

Section 2: Holidays: Entitlement. Recognizing that the Employer operates every day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Employer will, consistent with the needs of the patient population, distribute holidays off on an equitable basis within job classifications after consultation with the employees as to preference and considering the needs of the hospital.

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day off at the regular compensation rate, at a future mutually convenient date. If a holiday falls during an employee's vacation, the vacation may be extended by one (1) day, or, at the option of the Employer, may receive a day off with the regular compensation rate at a mutually convenient date. In making such a determination, the Employer shall take into consideration the employee's expressed preference and the needs of the Hospital.

Section 3: Holidays: Pay or Equivalent Time Off. An employee who is not scheduled to work on a holiday will be paid for the holiday at his or her regular compensation rate and the shift differential when applicable. An employee who is scheduled to work on any of the legal holidays shall be paid for work performed on that day by receiving the

on the following Monday.

Section 6. Employees who work on a Saturday, Sunday, or Holiday will receive thirty (30) cents per hour in addition to their base compensation rate, or shift differential when applicable.

ARTICLE XII - UNPAID LEAVES OF ABSENCE

Section 1: Personal Leave, Basis and Amount. Upon application as required, a permanent full-time or permanent part-time employee who has completed one (1) year or more of continuous employment will be eligible for an unpaid leave of absence which shall include but not be limited to personal illness or emergency, education, military service, maternity leave. Leave will be granted subject to the needs of the Employer. However, such leave will not be denied in an arbitrary or capricious manner. At the end of said leave, an employee will be entitled to return to work in the first opening, in the same job title, or other job title for which he or she is qualified and is available, without any loss of previously accrued seniority. Seniority or any other benefits will not accrue to an individual while on such leave.

Section 2: Personal Leave: Procedure. An employee desiring a leave of absence under Section 1 of this Article, except in the case of an emergency, will apply for it in letter form as soon as possible but in no event later than four (4) weeks prior to the commencement of such a leave, the Employer will notify the employee of its decision as

may request an extension of the non-paid leave for a period of time not to exceed an additional six (6) months and the total leave shall not exceed one (1) year. Granting of an extension is at the discretion of the Employer.

ARTICLE XIII - VACATIONS

Section 1: Vacations: Amount. Full-time employees shall accrue vacation by the following method.

Less than six (6) months no vacation; six (6) months to twelve (12) months one day per month retroactive to date of hire. After twelve (12) months and during succeeding years of employment an employee shall accrue vacation at the rate of one and one-quarter (1 1/4) days per month for a total of fifteen (15) in the year.

After the sixth year of employment and thereafter the employee shall accrue vacation at the rate of twenty (20) days per year.

Part-time employees shall receive a pro-rate benefit under this section. Per-diem employees will receive no benefits under this Article.

Section 2: Vacation, Pay. An employee entitled to vacation under Section 5 of this Article will be paid vacation at the employee's base compensation rate including the shift differential when applicable.

Section 3: Vacation, Scheduling. The vacation period will be the entire year, subject to the needs as determined by the Employer.

An employee who changes from full-time status to part-time status shall retain any accrued sick leave benefit.

Section 2: Sick Leave: Pay. Employees will be paid for sick leave at the employee's base compensation rate for the employee's regularly scheduled work day plus any applicable shift differential. Sick Leave will be applicable only if the employee is ill on the days during which the employee is regularly scheduled to work. To be eligible for sick leave benefits, an employee who is absent due to illness or injury must notify the employee's supervisor or other designated individual as soon as possible, but at least one (1) hour before the start of his or her regularly scheduled work day, except in cases of proven inability to furnish such notice, and shall continue to give such notification on a daily basis unless another arrangement has been made. Employees who have been on sick leave may be required to be examined by the Hospital's health service physician before being permitted to return to duty.

The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition of receiving sick leave pay.

ARTICLE XV - OTHER PAID LEAVE

Section 1: Bereavement Benefits. Full-time employees shall be paid for four (4) work days' absence in the event of death in the

Section 4: Convention Leave. Paid leaves of absence will be authorized for five (5) members of the Association from the Hospital to attend the New Jersey Licensed Practical Nurse Association of New Jersey, Inc. Annual Convention. The cost of the convention itself will not be paid by the Employer. The paid leave of absence is for the length of the convention solely to a maximum of three (3) days. .

Section 5: Paid Leave of Absence: Limitation. All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter, or shall be waived. Employees will be terminated for obtaining leave by false pretense or for failure to return from a leave. The Employer reserves the right to require proof of death and relationship in the case of a funeral leave.

ARTICLE XVI - HEALTH INSURANCE

Section 1: Blue Cross, Blue Shield, Major Medical

(a) Employees shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical health insurance coverage for themselves and their eligible dependents. This benefit shall be available for all employees covered by this Agreement, provided that they are regularly scheduled to work twenty (20) hours per week or more, and it shall become effective after three (3) months of Hospital employment. Employees working less than twenty (20) hours per week shall not be entitled to such benefit.

payment shall be made on the completion of each anniversary as follows:

\$100.00 for service periods from 6 to 8 years.

\$200.00 for service periods from 9 to 13 years.

\$400.00 for service periods from 14 to 18 years.

\$600.00 for service periods from 19 years or more.

Part-time employees who work 20 hours or more per week shall receive proportionate amounts of the above benefits. Per-diem employees shall not receive any benefits under this Article.

ARTICLE XVIII - DISCHARGE

Section 1: Discharge Penalties. The Employer will have the right to discharge, suspend or discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge the Employer will notify the Association and the Local Unit Chairperson in writing within two (2) working days (exclusive of Saturdays, Sundays, and Holidays) on such action. If the Association desires to contest such an action via the grievance procedure, it shall give written notice thereof to the Employer within five (5) working days, but not later than ten (10) working days from the date of receipt of notice of suspension or discharge. In such an event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth herein, however, commencing at Step 3 of the grievance procedure.

ARTICLE XX - CONTINUATION OF BENEFITS

Health and welfare benefits presently in effect for the employees which have been uniformly granted by the Hospital to all employees covered by this Agreement will remain in effect except where the same have been expressly abridged by this Agreement or otherwise agreed in writing by both parties.

All Employer rules and regulations affecting the terms and conditions of employment which were in effect at the time of the signing of this Agreement shall remain in effect. Nothing contained in this Agreement be construed to supersede any decision of a governmental agency with competent jurisdiction over the standards of Hospital care.

ARTICLE XXI - EQUAL EMPLOYMENT

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE XXII - NO STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Association and the employees shall not

direct and control the entire operation of the Hospital; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force requires the assignment of additional of different duties in conformity with existing New Jersey Law or causes the elimination or addition of nursing titles or jobs; and carry out the ordinary and customary functions or management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights powers, discretion authority and prerogative possessed by the Employer prior to execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

ARTICLE XXIV - ENTIRE AGREEMENT

This Agreement shall constitute the sole and entire Agreement between the parties with respect to rates of pay, wages, hours and all other conditions of employment. It may not be amended, modified, waived, extended or otherwise revised except by agreement in writing duly executed by the parties.

Both parties hereto acknowledge that they had full opportunity

the Hospital and four (4) members appointed by the Association. The Committee shall meet as required to review accident reports, receive and evaluate complaints involving safety and in connection therewith to make written recommendations concerning accident prevention. Recommendations shall be made to a designee of the Executive Director of the Bergen Pines County Hospital.

ARTICLE XXVIII - SALARY

Section 1. Full time Licensed Practical Nurses employed by the Hospital on January 1, 1976 and still employed as of July 20, 1977 will receive a lump sum payment of \$56.20.

Part-time Licensed Practical Nurses employed by the Hospital on January 1, 1976 and still employed as of July 20, 1977 will receive a pro-rated lump sum payment of \$56.20 pro-rated against their regular scheduled hours of work, for 1976 and 2,080 hours.

Licensed Practical Nurses hired after January 1, 1976 and prior to December 31, 1976 and who are still employed as of July 20, 1977 will receive a lump sum payment of \$56.20 pro-rated against their regularly scheduled hours of work for 1976 and 2,080 hours.

Licensed Practical Nurses who left Hospital employment prior to July 20, 1977 will receive no part of the lump sum payment. The payments shall not become part of the base hourly rate of pay of the employees.

determined by multiplying the hours worked by the base hourly rate of pay. Any differential payments to which an employee is otherwise entitled shall be added to the amount of compensation but shall not be pyramided.

<u>Year of Hire</u>	<u>Base Hourly Rate of Pay 1/1/79</u>
1979	\$3.50
1978	3.75
1977	4.00
1976	4.25
1975	4.50
1974	4.75
1973	5.00
1972	5.25
1971	5.50
1970	5.75
1969	6.00
Prior	Redcircled (\$6.00 - \$6.30)

Section 4. Licensed Practical Nurses hired during 1977 will, effective January 1, 1977 receive a base hourly rate of pay of \$3.50. Effective on the anniversary date of their date of hire in 1978 the base hourly rate shall increase to \$3.75. On January 1, 1979 their base hourly rate shall be \$4.00.

Licensed Practical Nurses hired during 1978 will, effective January 1, 1978, receive a base hourly rate of \$3.50. Effective on the anniversary date of hire in 1979 the base hourly rate shall increase to \$3.75.

Licensed Practical Nurses hired during 1979 shall receive a base

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST:

COUNTY OF BERGEN

LORETTA WEINBERG
Clerk to the Board

by JEREMIAH F. O'CONNOR
Freeholder Director

ATTEST:

LICENSED PRACTICAL NURSES
ASSOCIATION OF NEW JERSEY INC.

[Signature]

by *[Signature]*
THOMAS L. DARGON
President